

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65101

REQUEST NO.	2-101006RJ
DATE	September 20, 2010
PAGE NO.	1 NO. OF PAGES

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 p.m., Local Time, October 6, 2010

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Rebecca L. Jackson, CPPO, CPPB

BUYER TELEPHONE: 573- 526-7930

BUYER EMAIL:

Rebecca.Jackson@modot.mo.gov

SUPPLIES OR SERVICES

WOOD POSTS

To establish a list of vendors offering a **firm fixed discount off of current retail price** to furnish **“Wood Posts”** with an effective date of Notice to Proceed and ending September 30, 2011 in accordance with the following specifications.

THE TERMS OF THIS REQUEST ARE VERY DIFFERENT FROM A PREVIOUSLY RECEIVED REQUEST FOR BID. WE ENCOURAGE ALL POTENTIAL VENDORS REVIEW THIS DOCUMENT CAREFULLY AND PROVIDE A RESPONSE.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? ☐ Yes ☐ No

Title: _____
Is your firm WBE certified? ☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide wood posts located throughout the State of Missouri with an effective contract period of Notice to Proceed through September 30, 2011, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Ms. Rebecca L. Jackson, General Services Procurement Unit, P.O. Box 270, Jefferson City, Mo 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office at 830 MoDOT Drive, Jefferson City, Missouri, 65109. All questions regarding the RFB shall be submitted to Ms. Rebecca L. Jackson. Bids must be returned to the office of Ms. Rebecca L. Jackson no later than 2:00 p.m., CDT, October 6, 2010.

RFB Coordinator:

Ms. Rebecca L. Jackson, CPPO, CPPB
Procurement Manager
Missouri Department of Transportation
830 MoDOT Drive
Jefferson City, MO 65109

PHONE: 573-526-7930

FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of wood posts as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Pages
 - 5) Signature Page(s)
 - 6) Terms and Conditions
 - 7) Attachment A – B (**Click on separate links to view Attachments**)

Attachment A - MGS specifications

Attachment B - State of Missouri Map (by MoDOT District)

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 **Purpose:** This is a non-mandatory contract established for the purchase of miscellaneous wood posts throughout the State of Missouri.
- 2.1.2 All respondents will be placed on a list of available resources in order of the lowest price/highest discount offered for the items listed in this request.

2.2 Specific Requirements:

- 2.2.1 The contractor shall furnish wood posts that comply with the attached MoDOT Specification #MGS-10-01 (Attachment A) and any other provisions outlined in the solicitation document.

2.3 Contractor's Pricing and Discounts:

- 2.3.1 The state shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.3.2 The discount quoted in section 4.2.1. shall be considered a firm, fixed discount that shall be applied to **current retail price** of the wood posts described in this request for bid.
- 2.3.3 The Contractor's pricing shall be based on pick-up at Contractor's place of business.
- 2.3.4 The Contractor shall not impose a discount "floor" when applying the quoted discount to determine pricing for the item.
- 2.3.5 The Contractor shall understand in the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price. The State of Missouri shall always receive the Contractor's lowest price for the item.

2.4 Invoicing and Payment Requirements:

- 2.4.1 The contractor shall submit an itemized invoice that clearly shows the retail price with applicable contracted discount for each item and provide any information as deemed appropriate by the agency.

2.5 Other Contractual Requirements:

- 2.5.1 Contract Period - The contract shall commence from the Notice to Proceed until September 30, 2011 with up to two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentage discounts and delivery costs shall be the same as the original contract period.
 - a. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.5.3 The Contractor shall not substitute any item(s) that has been awarded to the Contractor without the prior written approval of MoDOT.
- 2.5.4 The Contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the Contractor for replacement.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked **“Wood Posts”**.

3.1.2 All bids must be received at the following address no later than October 6, 2010 at 2:00 p.m., CDT.

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Rebecca L. Jackson, CPPO, CPPB
830 MoDOT Drive
Jefferson City, MO 65109

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.5 MoDOT intends to award multiple contracts as a result of this document, to assure that product is reasonably available and that the contractor's locations are at a distance that is reasonable to MoDOT.

4. PRICING PAGE

4.1 Wood Posts – The contractor will charge MoDOT the current retail price for items ordered less the fixed percentage discount offered in this request for bid throughout the life of the contract and any resulting renewals. Cost for delivery shall not be considered when determining the discount percentage.

4.1.1 Sizes – MoDOT may need to purchase throughout the life of this contract various sizes and quantities of **Number 1 Grade or Better Southern Pine or Douglas Fir wood posts in accordance with the attached MGS 10-01.**

a. Post sizes included are **4" X 4", 4" X 6", and 6 X 6 posts measuring ten foot to twenty foot in length in two foot increments.**

4.1.2 Can your firm supply all sizes described above? _____yes/no

4.1.3 If no to 4.1.2., please describe the items your firm offers.

4.1.4. For the product described above, what is the required lead time from receipt of order to availability for pick up?

4.2 As a basis for determining a respondents' position on the list of available contractors in a certain area, provide the current list price for the following items. Contractor will not be held to the cost per board foot throughout the contract period for these items.

- | | |
|---|----------------|
| a. Post, 4" X 4" – Southern Pine No. 1 Grade or Better in accordance with MGS 10-01 | \$ _____/bd ft |
| b. Post, 4" X 6" – Southern Pine No. 1 grade or better in accordance w/MGS 10-01 | \$ _____/bd ft |
| c. Post, 6" X 6" – Southern Pine No. 1 grade or better in accordance w/MGS 10-01 | \$ _____/bd ft |
| d. Post, 4" X 4" – Douglas Fir No. 1 Grade or Better in accordance with MGS 10-01 | \$ _____/bd ft |
| e. Post, 4" X 6" – Douglas Fir No. 1 grade or better in accordance w/MGS 10-01 | \$ _____/bd ft |
| f. Post, 6" X 6" – Douglas Fir No. 1 grade or better in accordance w/MGS 10-01 | \$ _____/bd ft |

4.2.1 Fixed Percentage Discount off of Current Retail Price _____%

4.2.2. Will your firm offer larger discounts for bulk orders of like items? _____yes/no

4.2.3 If yes to 4.2.2., please describe the percentage discount and quantities required to obtain this deeper discount.

4.3 Does your firm require any minimum orders? _____yes/no

4.3.1 If yes to 4.3., please describe the minimum order quantities.

4.4. **Delivery:** The above prices do not include any costs for delivery but there may be occasions when MoDOT is interested in a delivery option. We understand that store locations have limitations on delivery locations and do not anticipate that any one vendor will deliver this product throughout the entire State of Missouri.

4.4.1. Can your firm offer a delivery service for the above described items? _____yes/no

4.4.2. If yes to 4.4.1., please describe the manner in which you will determine the appropriate delivery charges.

4.4.3. If yes to 4.4.1., please describe your delivery limitations such as radius miles from store location, or limited to certain counties, etc.

Signature

Date

Exhibit A

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Exhibit B

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Exhibit C

Cooperative Procurement

The Missouri Department of Transportation is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer Wood Posts listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to the Missouri Department of Transportation.

It is understood the Missouri Department of Transportation will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the Wood Posts meeting the Missouri Department of Transportation specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Missouri Department of Transportation bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

Exhibit D

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Officer and must be adhered to. If time varies on different items, the Bidder/Officer shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Officer will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Officer agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "PREFERENCE IN PURCHASING PRODUCTS" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT" should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "MISSOURI SERVICE-DISABLED VETERAN PREFERENCE" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the

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Contractor in the fulfillment of the contract with the MHTC.

- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.



TREATED WOOD SIGN POSTS MGS-10-01

1.0 DESCRIPTION. This specification covers treated wood sign posts.

1.1 The American Wood Preserver's Association Standards (AWPA) referred to in these specifications shall be the latest version in effect at the time of the request for bids for this material.

1.2 The Southern Pine Inspection Bureau Grading Rules and the Standard Grading Rules for West Coast Lumber of the West Coast Lumber Inspection Bureau shall be the latest edition in effect at the time of the request for bids for this material.

2.0 MATERIALS.

2.1 Posts shall be Southern Pine or Douglas Fir of the West Coast Region as defined in ASTM D 1165, and shall be rough sawn or surface finished on all four sides (S4S) with square cut ends.

2.1.1 Southern Pine. Southern Pine shall be furnished in accordance with the provisions of the Southern Pine Inspection Bureau Grading Rules and specifically as follows:

4" x 4" posts shall be No. 1 grade & Better.

4' x 6" posts shall be No. 1 grade & Better.

6" x 6" and larger posts shall be No. 1 grade & Better.

All posts shall be kiln dried or air dried with the moisture content not more than 19%.

2.1.2 Douglas Fir. Douglas Fir shall be furnished in accordance with the provisions of the Standard Grading Rules for West Coast Lumber of the West Coast Lumber Inspection Bureau and specifically as follows:

4" x 4" posts shall be No. 1 grade & Better.

4" x 6" posts shall be No. 1 grade & Better.

6" x 6" and larger posts shall be No. 1 grade & Better.

All posts shall be kiln dried or air dried with the moisture content not more than 19%.

2.2 After preservative treatment, the posts shall be straight and of good appearance. All posts shall be free from bends in more than one plane and free from short or reverse bends. However, the following tolerance will be permitted.

2.2.1 A straight line drawn from the center of one end of the post to the center of the opposite end shall not deviate from the longitudinal axis of the post at any point more than ½ percent of the length of the post.

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3.0 PRESERVATIVE TREATMENT. The posts shall be treated in accordance with AASHTO M 133, except Copper Azole (CA-B and CBA-A) and ACQ (Type B, C, and D) shall not be used for sign posts. The final retention shall be not less than 0.40 pound per cubic foot, by assay. Preference towards pentachlorophenol and creosote, oil-base preservatives.

4.0 CERTIFICATION.

4.1 The posts shall be rigidly inspected at the treating plant prior to and after treatment for compliance with these specifications. Inspection procedures shall be in accordance with AWWA M2.

4.2 The supplier shall furnish to the engineer, upon request, a certification statement stating that the material furnished complies with all requirements of these specifications. The certification shall also include or have attached the number and sizes of posts shipped, purchase order number, and destination

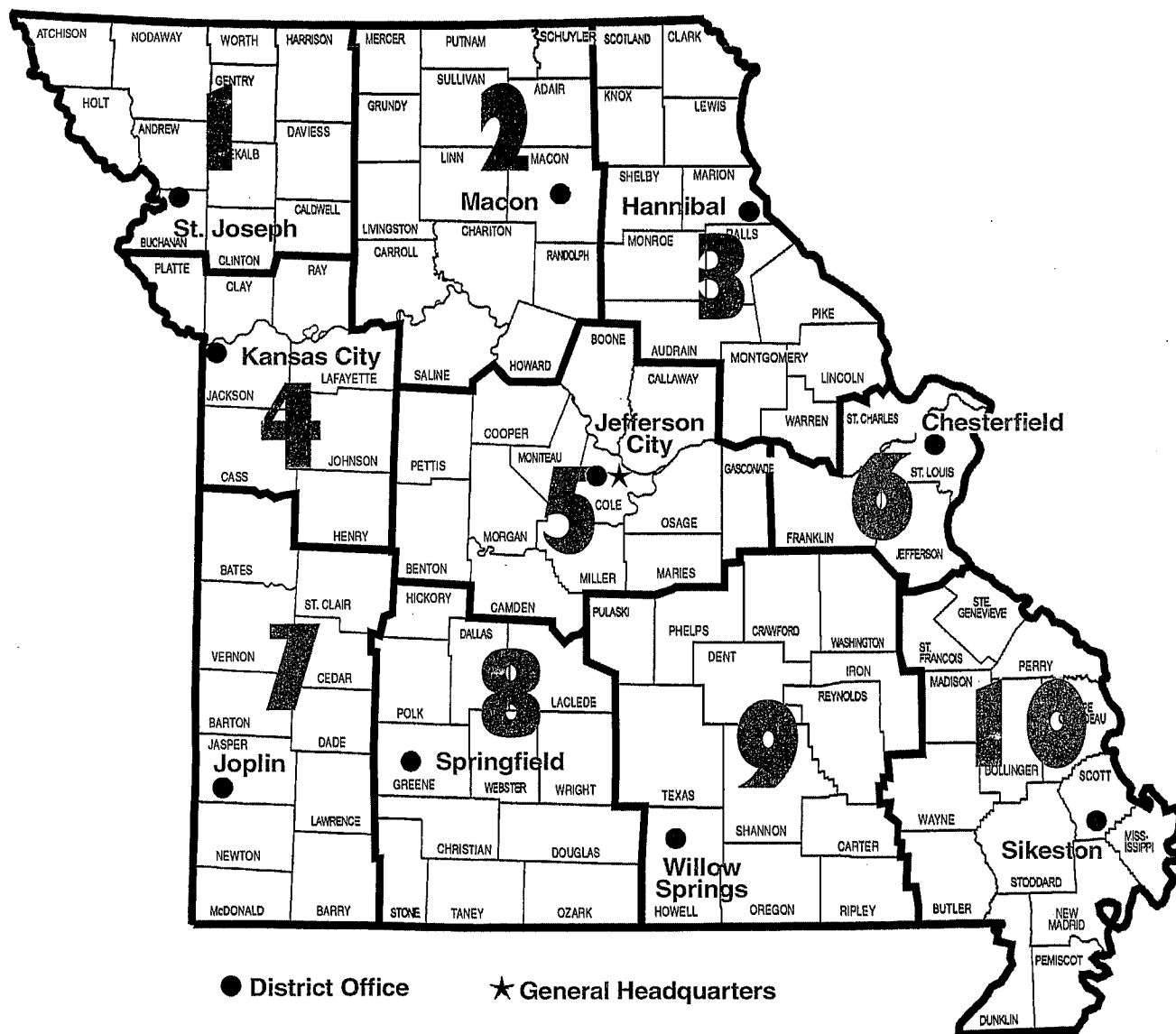
4.3 All costs of inspection for material treated shall be borne by the supplier. The supplier shall contract with an approved inspection agency for inspection. The Missouri Department of Transportation reserves the right to inspect the treated posts at destination for compliance with these specifications.

4.3.1 An approved inspection agency is defined as a laboratory which has been accredited by the American Lumber Standards Committee, P. O. Box 210, Germantown, MD 20875-0210, or an experienced and qualified testing laboratory approved by the engineer.

5.0 ACCEPTANCE.

5.1 Posts will be accepted on the basis of a satisfactory supplier's certification as required and inspector's report, and upon the results of any tests deemed necessary by the Commission's engineer to ascertain compliance with these specifications. Any material found by the engineer to deviate from these specifications will be replaced at no cost to the Commission.

Missouri Department of Transportation District Outline Map



COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair.....	2	Cedar.....	7	Greene.....	8	Linn.....	2	Ozark.....	8	St. Louis.....	6
Andrew.....	1	Chariton.....	2	Grundy.....	2	Livingston.....	2	Pemiscot.....	10	Saline.....	2
Atchison.....	1	Christian.....	8	Harrison.....	1	McDonald.....	7	Perry.....	10	Schuyler.....	2
Audrain.....	3	Clark.....	3	Henry.....	4	Macon.....	2	Pettis.....	5	Scotland.....	3
Barry.....	7	Clay.....	4	Hickory.....	8	Madison.....	10	Phelps.....	9	Scott.....	10
Barton.....	7	Clinton.....	1	Holt.....	1	Maries.....	5	Pike.....	3	Shannon.....	9
Bates.....	7	Cole.....	5	Howard.....	2	Marion.....	3	Platte.....	4	Shelby.....	3
Benton.....	5	Cooper.....	5	Howell.....	9	Mercer.....	2	Polk.....	8	Stoddard.....	10
Bollinger.....	10	Crawford.....	9	Iron.....	9	Miller.....	5	Pulaski.....	9	Stone.....	8
Boone.....	5	Dade.....	7	Jackson.....	4	Mississippi.....	10	Putnam.....	2	Sullivan.....	2
Buchanan.....	1	Dallas.....	8	Jasper.....	7	Moniteau.....	5	Ralls.....	3	Taney.....	8
Butler.....	10	Daviess.....	1	Jefferson.....	6	Monroe.....	3	Randolph.....	2	Texas.....	9
Caldwell.....	1	Dekalb.....	1	Johnson.....	4	Montgomery.....	3	Ray.....	4	Vernon.....	7
Callaway.....	5	Dent.....	9	Knox.....	3	Morgan.....	5	Reynolds.....	9	Warren.....	3
Cape Girardeau.....	10	Douglas.....	8	Laclede.....	8	New Madrid.....	10	Ripley.....	9	Washington.....	9
Carroll.....	2	Dunklin.....	10	Lafayette.....	4	Newton.....	7	St. Charles.....	6	Wayne.....	10
Carter.....	9	Franklin.....	6	Lawrence.....	7	Nodaway.....	1	St. Clair.....	7	Webster.....	8
Cass.....	4	Gasconade.....	5	Lewis.....	3	Oregon.....	9	St. Francois.....	10	Worth.....	1
		Gentry.....	1	Lincoln.....	3	Osage.....	5	Ste. Genevieve.....	10	Wright.....	8